

SECRET

25X1A

*Picked up by
8-23-50*

25X1A

Under an agreement between you and the United States Government, as represented by the Central Intelligence Agency, dated 8 February 1949, you are hereby notified in accordance with the provisions of Article 12 that said agreement is hereby terminated effective upon your receipt of this notice.

In order to preserve the continuity of your employment with this Agency, and in order to accommodate certain security aspects of new activities which you are undertaking for the United States Government, you will be employed under a new contract which is enclosed herewith.

It is not the intention of this Agency, by terminating the agreement of 8 February 1949 and by executing a subsequent agreement, to impair, cancel, interrupt or in any fashion to break the continuity of your employment with the United States Government, and the termination of the old contract and execution of the new shall not interfere with your continued status as an employee.

Sincerely yours,

Accepted:

Authorized Contracting Officer

25X1A

SECRET

~~SECRET~~

25X1A

AGREEMENT made this day of 1950, between
 the United States of America (hereinafter referred to as the Government),
 as represented by the Central Intelligence Agency, and [REDACTED]
 (hereinafter referred to as the Employee).

25X1A

R E C I T A L S

A. The Government desires the services of the Employee for CIA under circumstances requiring the Employee to utilize appropriate cover for operations, and the Government desires to send the Employee overseas for intelligence operations.

B. The Employee desires to serve CIA abroad and is willing to accept the necessary supervision and control required in utilizing suitable cover for the purposes of such employment with the Government.

ARTICLE I. Relationship of Employee to His Cover Occupation.
 The Employee shall utilize a cover occupation which is compatible to his background and attainments and shall outwardly conduct himself in accordance with such cover.

1. Such employment or gainful occupation must have prior approval of CIA. Employment so approved shall be the cover occupation of this agent for purposes of this contract.

2. Any cover employment or gainful occupation undertaken by the Employee is subject to termination upon instruction by CIA.

ARTICLE II. Relationship of the Employee with CIA. Although it may outwardly appear that the individual is other than an employee of CIA, he shall in fact be an employee of CIA and shall be generally governed by the regulations of CIA. The Employee shall be entitled to rights, privileges, benefits, and prerogatives similar to those of a CIA staff employee, where not inconsistent with the terms of this agreement.

ARTICLE III. Salary and Allowances. The Employee is appointed at a basic salary of \$8000 per annum. The Employee will be entitled to within-grade promotions in a manner similar to the procedure prescribed by the Civil Service rules and regulations. In the event that the salary level of the Employee's indicated grade is altered by general legislation, the salary authorized under the contract shall be altered accordingly. For the purpose of security, however, all such promotions shall be adjusted to round figures as near as possible to the regulations of Civil Service in-grade promotions. In addition to the above stated salary the Employee shall receive, while outside the United States, a post differential and living and quarters allowance computed at the rates established for the area in the Standardized Government

~~SECRET~~

SECRET

Civilian Allowance Regulations. This sum may be paid to the employee in advance at appropriate quarterly intervals. If changing circumstances materially alter the conditions warranting these allowances, they may be adjusted accordingly but not retroactively.

1. All amounts to be paid by CIA to the Employee will be paid to him in accordance with his written directions in a manner acceptable to CIA.

2. From the amounts actually paid by CIA there shall be deducted the appropriate percentage (now 6%) of the total base salary prescribed in this ARTICLE. This amount is to be deducted for contribution to a Retirement Fund.

ARTICLE IV. Bonuses. If in the course of his employment the Employee is engaged in commercial cover activities which become financially successful he may be entitled to an annual bonus for the contribution of his services in developing the profits from the cover activity. Any bonus hereunder will be granted solely at the discretion of CIA.

ARTICLE V. Travel. The Employee shall be reimbursed for the cost of the transportation of himself, his dependents, and his household belongings, including one personal automobile, to his post of duty overseas, in accordance with CIA travel regulations. Unless he elects to remain overseas on termination of this contract, the expenses of return travel will also be reimbursed by the Government in the same manner. In addition, after his arrival at his post of assignment overseas, he will be reimbursed for all reasonable and necessary expenses of travel substantially in accordance with CIA travel regulations and accounted for in conformance with standard commercial accounting practices. Reimbursement will be made only for expenses related to the accomplishment of his assigned information objectives and operational tasks, and he shall be allowed an allowance in lieu of subsistence at a rate not to exceed \$15.00 per day.

ARTICLE VI. Death and Disability Benefits. The Employee shall be entitled to death and disability benefits equal to the benefits authorized under the United States Employees Compensation Act. In addition, the Employee will be insured at the expense of CIA in a like amount and like manner to the insurance policies currently in force by the War Agencies Protective Association. Claims by the Employee or his heirs, assigns, or legal representatives under this ARTICLE will be processed by CIA in its discretion and in such a manner as not to impair the past, present, or future security of the Employee or CIA.

SECRET

SECRET

Approved For Release 2001/07/28 : CIA-RDP37A0384R000700120015-8

ARTICLE VII. Annual and Sick Leave. The Employee shall be entitled to annual, home and sick leave in the amounts authorized under CIA regulations, which shall be administered without reference to the detailed forms and supporting documents required by regulations.

ARTICLE VIII. Continuance of Pay and Allowances. If the Employee is determined by CIA to be absent in a status of "Missing," "Missing in Action," "Interned in a Neutral Country," "Captured by an Enemy," "Beleaguered," or "Beseiged," he shall, for the period he is determined to be in any such status, be entitled to receive or to have credited to his account the same pay and allowances to which he was entitled at the beginning of such period of absence. Continuance of pay and allowances as specified above shall be in a manner similar to that prescribed in the original provisions of the Missing Persons Act of 1942, (50 U.S.C.A. App 1001-1015, 7 March 1942).

ARTICLE IX. Rehabilitation. If the circumstances of the Employee become such that his employment with CIA is impaired to an extent that the employment contemplated under this contract is no longer advisable or possible through a breakdown of the security surrounding his professional cover or for other reasons, CIA may terminate this agreement and in such event CIA will take such action as may be appropriate within the scope of the contract to replace the Employee in a comparable professional position either with CIA or in other general occupation for which the Employee is equipped. Should this be impossible, CIA will continue the salary of the Employee for a reasonable period at the time of the break while the Employee is endeavoring to rehabilitate himself, provided the Employee shall exercise reasonable effort to rehabilitate himself. If the security of the Employee's continued employment should be placed in jeopardy through gross negligence or willful act of the Employee, appropriate action and guarantee of rehabilitation set forth hereinabove will be at the discretion of CIA.

ARTICLE X. Federal Income Tax. It will be the personal responsibility of the Employee to comply with current Federal income tax laws in an appropriate manner consistent with the security of his personal circumstances. In furtherance of this responsibility, the Employee shall be required to file with CIA a copy of the original income tax form filed by him with the Bureau of Internal Revenue, United States Treasury. If no return is filed CIA shall be so notified by the Employee.

ARTICLE XI. Security. This contract contains information affecting the national defense of the United States within the meaning of the Espionage Act (50 U.S.C. 31 and 32, as amended). Its transmission or the revelation of its contents in any manner to an unauthorized person is prohibited by law. Violations of this ARTICLE or any security

SECRET

Approved For Release 2001/07/28 : CIA-RDP37A0384R000700120015-8

SECRET

Approved For Release 2004/07/28 : CIA-RDP57-00384R000700120015-8

agreement signed by the Employee with the Government shall result in immediate disciplinary action, which may include suspension, separation from the Government service, and may subject the Employee to criminal prosecution under the Espionage Act.

1. The termination of this contract will not release the Employee from the provisions of any security oaths which he may be required to take by CIA.

2. The Employee shall not publish, transmit, or divulge in any manner, information received by him as the result of his employment by the Government under this contract without specific written authority from the Director, CIA.

ARTICLE XIII. Orders and Directives. Orders and directives received in briefing and training shall be complied with by the Employee. No promises or commitments to the Employee of any nature whatsoever, beyond and in addition to the terms hereof, shall be binding on the Government unless and until such promise or commitment is reduced to writing and approved by an authorized official of CIA, and such writing placed with this contract, thereby becoming an amendment hereto.

ARTICLE XIV. Term. The employment of the Employee hereunder shall be for such time as his services are required and appropriations are available for the functions of CIA. Employment may likewise be terminated upon six months written notice by the Employee, or upon shorter notice if, in the opinion of CIA, such termination is not prejudicial to the responsibilities of CIA. The Employee shall be considered under this agreement as a permanent employee of CIA.

ARTICLE XIV. It is understood by CIA and the Employee that this contract will be subject to immediate termination if it becomes impossible for the Employee, with assistance of CIA, to obtain such cover employment as is deemed necessary and suitable for the Employee's first overseas assignment. In this case, such alternate employment will be arranged as agreed by CIA to be in the interest of the U.S. Government.

Witness

Date

Chief, Special Funds Division

SECRET

Approved For Release 2001/07/28 : CIA-RDP57-00384R000700120015-8

SECRET

190-

DECLARATION OF TRUST

KNOW ALL MEN BY THESE PRESENTS:

25X1A

That I, [REDACTED] of Washington, D.C., hereby acknowledge
and declare that I am possessed of the following personal property:

25X1A
[REDACTED]

for the only benefit and advantage of the UNITED STATES OF AMERICA,
as represented by the CENTRAL INTELLIGENCE AGENCY, the same having
been purchased with monies of the said CENTRAL INTELLIGENCE AGENCY,
and I for myself and my executors, administrators and assigns hereby
covenant with the UNITED STATES OF AMERICA, as represented by the
CENTRAL INTELLIGENCE AGENCY, that in accordance with the terms and
provisions of this agreement dated [REDACTED] between the
CENTRAL INTELLIGENCE AGENCY and myself, I will, at the request and
expense of the said CENTRAL INTELLIGENCE AGENCY, surrender the said
property to it or to any third party designated by it.

DISTRICT OF COLUMBIA }
CITY OF WASHINGTON } ss

On this _____ day of _____, personally
appeared before me, a Notary Public in and for the District of Columbia,
Charles S. Rayner, of Washington, D.C., and known by me to be the per-
son who executed the foregoing instrument, and he acknowledged the same
to be his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at _____
the day and year above written.

Notary Public**SECRET**